# LIMITED LIABILITY COMPANY AGREEMENT
# OF
# GEN ADS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into as of September 1, 2005 by and among the member(s) of the limited liability company whose signatures appear on the signature page hereof.

## ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings (unless otherwise expressly provided herein):

1.1. "Act" means the Washington Limited Liability Company Act (RCW Ch. 25.15).

1.2. "Affiliate" means, with respect to any Person, (i) any other Person directly or indirectly controlling, controlled by, or under common control with such Person; (ii) any Person owning or controlling fifty-one percent (51%) or more of the outstanding voting interests of such Person; (iii) any officer, director, manager, or general partner of such Person; or (iv) any Person who is an officer, director, manager, general partner, trustee, or holder of fifty-one percent (51%) or more of the voting interests of any Person described in clauses (i) through (iii). For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and/or policies of a Person, whether through the ownership of voting securities, by contract, employment, position as an officer, director, member, manager, or otherwise.

1.3. "Agreement" means this limited liability company agreement and any amendments or restatements hereto.

1.4. "Capital Account" means the capital account determined and maintained for each Unit Holder pursuant to Section 8.5.

1.5. "Capital Contribution" or "Contribution" means any contribution to the capital of the Company in cash or property by a Member whenever made.

1.6. "Certificate of Formation" means the certificate of formation pursuant to which the Company was formed, as originally filed with the office of the Secretary of State on February 22, 2002, and as amended or restated from time to time.

1.7. "Code" means the Internal Revenue Code as of the date of this Agreement, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

1.8. "Company" means Gen Ads, LLC.

1.9. "Distributable Cash" means all cash received by the Company, less the sum of the following to the extent paid, owed, or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and other sums paid or payable to lenders or vendors; (ii) all current and impending cash expenditures incurred or to be incurred incident to the normal operation of the Company's business; and (iii) Reserves.

1.10. "Economic Interest" means a Unit Holder's share of Net Profits, Net Losses, and other tax items of the Company and distributions of the Company's assets pursuant to this

Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to, or otherwise participate in, any decision of the Members or act of the Company.

1.11. "Economic Interest Owner" means (i) the owner of an Economic Interest who is not a Member; and (ii) a former Member or its successor in interest, or the successor in interest to a former Economic Interest Owner, who attains the status of an assignee as set forth in RCW 25.15.250(2). No Economic Interest Owner shall have the right to Vote or otherwise participate in any business or decision of or relating to the Company.

1.12. "Event of Default" means, with respect to any Member, the occurrence of any of the following:

(i) Any assignment, sale, gift, or other transfer of either a Membership Interest or Economic Interest in the Company which is in violation of this Agreement;

(ii) The failure of a Member to pay any Contribution to the capital of the Company required under Article VIII;

(iii) The commission of any act of fraud by a Member upon the Company;

(iv) A breach of a Member's fiduciary duty to the Company which causes the Company financial loss; or

(v) Any other default by a Member under any provision of this Agreement.

1.13. "Event of Withdrawal" means, with respect to a Member, the occurrence of any of the following:

(i) An Event of Default relating to a Member;

(ii) The death or disability of such Member;

(iii) The voluntary withdrawal or resignation of such Member;

(iv) An event of dissociation described in RCW 25.15.130 except as otherwise provided in this Agreement, or as all remaining Members agree in writing not to treat such event as an Event of Withdrawal.

1.14. "Majority Interest" means, at any time, more than one-half (1/2) of the then outstanding Units held by Members.

1.15. "Majority Vote" means the preference of a majority, (a) based on Voting Interests of the Members with respect to Member Votes; and (b) based on one vote per Manager with respect to Manager Votes, evidenced in a resolution, written consent, appointment, or action.

1.16. "Manager" means a person, natural or juridical, designated by the Members in accordance with RCW 25.15.150(2), who serves the Company in a capacity that includes authority to act for the Company within the scope of such Manager's duties. The term may be modified by adjectives, such as "General" to designate the scope of duties, or incorporated in phrases to designate a board or other group granted collective authority, as the Members may, from time to time, designate by a Vote of a Majority Interest.

1.17. "Member" means each Person who executes a counterpart of this Agreement as a Member and each Person who may hereafter become a Member after so being approved by a unanimous Vote of all Members then entitled to vote.

1.18. "Membership Interest" means all of a Member's share in the Net Profits, Net Losses, and other tax items of the Company and distributions of the Company's assets pursuant to this Agreement and the Act, and all of a Member's rights to participate in the management or affairs of the Company (as provided in this Agreement and limited by Section 4.2 below), including the right to elect Managers, as well as vote on, consent to, or otherwise participate in any decision reserved for the Members. Where the context requires, "Membership Interests" may also mean "Units" with respect to a Member (e.g., a Member who holds 500 Units is also said to hold 500 Membership Interests, until such Member transfers those Units or any part thereof to an Economic Interest Owner).

1.19. "Net Profits" and "Net Losses" shall have the meaning ascribed to those terms in Article VIIII.

1.20. "Percentage Interest" means with respect to any Unit Holder the percentage determined based upon the ratio that the number of Units held by such Unit Holder bears to the total number of outstanding Units.

1.21. "Person" means a natural person, partnership (whether general, limited, or limited liability, and whether domestic or foreign), limited liability company, trust, business trust, estate, association, corporation, joint venture, custodian, nominee, cooperative, or any other organization or any other individual or entity in its own or any representative capacity, and the heirs, executors, administrators, legal representatives, successors, and assigns thereof where the context so permits.

1.22. "RCW" means Revised Code of Washington.

1.23. "Regulations" includes proposed, temporary and final Treasury regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

1.24. "Reserves" means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt, vendors, or other costs or expenses incident to the ownership or operation of the Company's business.

1.25. "Unit Holder" means either (i) a Person who is a Member; or (ii) a Person who holds an Economic Interest but is not a Member.

1.26. "Units" means the number of Membership Interests issued to any Member under this Agreement, or interests in the Company, which do not have corresponding Voting Interests, issued or assigned to any Economic Interest Owner (as provided in this Agreement), as reflected in attached Exhibit A, as amended from time to time, which indicates the relative amount of ownership such Member or Economic Interest Owner holds of the Company.

1.27. "Vote" means the desire or preference of Members or Managers as expressed by vote, consent, resolution, action, or appointment, and which is based on the Members' respective Voting Interests. For example, anytime a "Vote" is required of Members herein, such decision will be based upon the number of Voting Interests, as opposed to number of Members or any other factor, unless otherwise provided herein. Anytime a "Vote" is required of Managers herein, such decision we be based on the number of Managers approving such action, with each Manager entitled to one (1) ballot.

1.28. "Voting Interest" means, with respect to any Member, the percentage determined based upon the ratio that the number of Units held by such Member bears to the total number of outstanding Units held by Members, without any regard for Units held by Economic Interest Owners.

1.29. "Withdrawing Member" means a Member subject to an Event of Withdrawal as a result of an Event of Default, dissociation, assignment or other transfer of its Units to a person other than a Member, or decision to withdraw from the Company.

## ARTICLE II. FORMATION OF COMPANY

2.1. **Formation**. The Company was formed on September 1, 2005 when the Certificate of Formation was executed and filed with the office of the Secretary of State in accordance with and pursuant to the Act.

2.2. **Name**. The name of the Company is Gen Ads, LLC.

2.3. **Principal Place of Business**. The principal place of business of the Company shall initially be 701 5th Ave, Suite 5800, Seattle, WA 98104. The Company intends to, and the General Manager is authorized by this Agreement to, apply for permitting and licensing and do all other things necessary to conduct business at said address. The Company may locate its place or places of business at any other place or places as the Members may from time to time deem advisable by a Majority Vote of Members.

2.4. **Registered Office and Registered Agent**. The Company's initial registered agent and the address of its initial registered office in the State of Washington are as follows:

Newman Ltd. Corporate Services
505 Fifth Avenue South
Suite 610
Seattle, WA 98103

The registered office and registered agent may be changed by the Members from time to time by filing an amendment to the Certificate of Formation.

2.5. **Term**. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with either Article XII hereof or the Act.

## ARTICLE III. BUSINESS OF COMPANY; MANAGEMENT

3.1. **Business of the Company**. The business of the Company shall be:

(a) to provide online advertising agency services;

(b) to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act; and

(c) to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act.

3.2. **Management of the Company**. The management and control of the business affairs of the Company shall be vested in Managers. The names of the initial Managers of the Company shall be the Persons listed on Exhibit B, which is attached to this Agreement and incorporated herein by this reference. The Company may appoint and remove Managers from time to time as a Majority Vote of Members deems advisable. The Managers shall make decisions by their Majority Vote or consent. In the event a Majority Vote or consent cannot be reached (i.e., there is a tie or disagreement), no action shall be taken. No Manager shall undertake any action binding the Company which reasonably obligates the Company to $5,000.00 or more unless so agreed to by a Majority Vote of Managers, which decision must be documented in writing or email. Any Manager may unilaterally bind the Company to transactions of less than $5,000.00 in value; provided, however, that multiple transactions which are reasonably similar in nature made within a thirty (30) day period of time unilaterally by one Manager shall constitute a single transaction.

3.3. **Power of Managers**. Unless otherwise specifically provided in this Agreement or the Act, and consistent with Section 3.2 hereof, the Managers shall have the exclusive right and power to manage, operate, and control the Company and to do all things and make all decisions necessary or appropriate to carry on the business and affairs of the Company, including, without limitation, the power to do any of the following:

(a) Engage in any activity and to execute, perform, and carry out contracts or agreements of any kind necessary or incidental to the accomplishment of any of the purposes and the business which the Company was formed to conduct and as may be lawfully carried on or performed by a limited liability company under the laws of the state of Washington;

(b) Write checks on the Company's bank accounts;

(c) Acquire from any Person, by purchase, lease, exchange, or otherwise, any Company asset or any property incidental to the purposes of the Company, and the fact that a Manager is an Affiliate of such Person shall not prohibit the Manager from dealing with that Person;

(d) Grant options, licenses, and other rights with respect to any Company asset and enter into agreements with respect to the use or operation of any Company asset;

(e) Borrow money and issue promissory notes and other evidence of indebtedness on behalf of the Company for any Company purpose and secure the same by mortgage, deed of trust, contract, pledge, or other encumbrance or lien on all or any Company assets, and to execute, on behalf of the Company, any such notes or other evidence of indebtedness, mortgage, deed of trust, contract, pledge, or other encumbrance or lien;

(f) Pay or prepay, in whole or in part, refinance, increase, modify, or extend any indebtedness affecting Company property and, in connection therewith, to execute any extensions or renewals of indebtedness on Company assets;

(g) Acquire and enter into any contract of insurance deemed necessary or appropriate for the protection of the Company or its assets, or for any other purpose convenient or beneficial to the Company;

(h) Employ agents, employees, managers, consultants, accountants, attorneys, and other persons necessary or appropriate to carry out the business and operations of the Company, and to pay fees, expenses, salaries, wages, and other compensation to such persons;

(i) Cause the Company to make or seek revocation of any of the elections referred to in the Internal Revenue Code;

(j) Invest and reinvest, on behalf of the Company, Company funds (including, without limitation, Capital Contributions and sale or refinancing proceeds);

(k) Place record title to, or the right to use, Company assets in the name or names of a nominee or nominees or trustee or trustees for any purpose convenient or beneficial to the Company;

(l) Establish and maintain Reserves for such purposes and in such amounts as deemed appropriate from time to time; and

(m) File actions, claims, petitions, and pleadings on behalf of the Company in any state or federal court, including in Bankruptcy Court.

3.4. **Compensation**. The Managers who provide services to the Company shall be entitled to receive reasonable compensation taking into account the nature of the services rendered and the time required, and shall also be reimbursed by the Company for reasonable out-of-pocket expenses incurred by such Manager in connection with the Company's business, including, without limitation, expenses incurred in the organization of the Company. Such compensation shall be determined by a Majority Vote of Members (and a Member shall not be precluded from voting on his/her/its own Manager compensation).

3.5. **Manager Ceasing to Be Manager; Successor Manager**. A Manager . shall cease to be a Manager upon the death, bankruptcy, insanity, adjudication of incompetence, incapacity (within the meaning of RCW 11.88), or the effective date of the resignation of such Manager. A Manager may resign as Manager by giving written notice of such resignation to the Company with copies to each Member. A Manager may be removed with or without Cause by a Majority Vote of the Members if such Manager owns less than thirty-three and one-third percent (33%) of the outstanding Units of the Company. A Manager that owns at least thirty-three and one-third percent (33%) of the outstanding Units of the Company may only be removed by Majority Member Vote for Cause or the reasons set forth in the first sentence of this Section 3.5. If a Manager ceases to be a Manager for any reason, a successor Manager shall be appointed by a Majority Vote of the Members. "Cause" for purposes of this Section 3.5 means any of the following: (i) the breach of any noncompetition or confidentiality agreement between the Manager and the Company; (ii) the willful misappropriation of funds or property of the Company; (iii) use of alcohol or drugs which interferes with performance of a Manager's obligations under this Agreement, continuing after at least thirty (30) days' prior written notice; or (iv) a breach of a Manager's fiduciary duty to the Company which causes the Company material financial loss.

3.6. **Limitation on Liability; Indemnification**. No Manager, nor any Affiliate of any Manager, shall be liable, responsible or accountable in damages or otherwise to the Company or the Members or other Managers for any act or omission by any such Person performed in good faith pursuant to the authority granted to such Person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such Person to be within the scope of the authority granted to such Person and in the best interest of the Company; provided that such act or omission did not constitute fraud, misconduct, bad faith or gross negligence. The Company shall indemnify and hold harmless each Manager, and each director, officer, partner, member, manager, employee, attorney or agent thereof, against any liability, loss, damage, cost or expense incurred by them on behalf of the Company or in furtherance of the Company's interests without relieving any such Person of liability for fraud, misconduct, bad faith or gross negligence. No Member or Manager shall have any personal liability with respect to the satisfaction of any required indemnification of the abovementioned Persons. Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Person claiming indemnification under this Section 3.6 or Section 11.10 hereof for legal expenses and other costs incurred as a result of a legal action brought against such Person only if (i) the legal action relates to the performance of duties or services by the Person on behalf of the Company; (ii) the legal action is initiated by a party other than a Member or the Company; and (iii) such Person undertakes to repay the advanced funds to the Company if it is determined that such Person is not entitled to indemnification pursuant to the terms of this Agreement.

3.7. **Fiduciary Duties; Delegation of Authority**. The Managers shall have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, and all such funds and assets shall be used in accordance with the terms of This Agreement, regardless of whether such Managers act alone or through agents. Further, the Managers shall have a fiduciary duty to the Members and to the Company.

3.8. **Personal Liability of Managers**. Notwithstanding the limitation of liability set forth in Section 3.6, the Company has no obligation to indemnify a Manager for:

(a) Any breach of the Manager's duty of loyalty to the Company;

(b) Acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

(c) Any unlawful distribution under the Act; or

(d) Any transaction in which the Manager derives improper personal benefit.

3.9. **Restrictions on Authority of Managers**. The following Company decisions shall require the Majority Vote of the Members, and the Managers shall not undertake the following except in strict accordance with such written consent:

(a) Any decision set forth in writing pursuant to a Majority Vote of Members;

(b) The dissolution and winding up of the Company;

(c) The sale, exchange, lease or other disposition of all or substantially all of the assets of the Company;

(d) The issuance, assignment, or other transfer of Units of the Company;

(e) A change in the purpose of the Company; or

(f) Allowance of the administrative dissolution of the Company.

3.10. **Right to Rely**. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to the identity and authority of any Manager or other Person to act on behalf of the Company.

3.11. **Company Expenses**. The Company shall be responsible for, and the Managers shall cause the Company to pay, all fees and expenses relative to the operation of the Company, including, without limitation: accounting, legal, brokerage, and other professional fees; interest on borrowed money; taxes and assessments levied on all real and personal property; insurance; costs and expenses of acquiring and disposing of any Company assets; costs and expenses incurred in liquidating and dissolving the Company; vendors; rent; and all other costs and expenses attributable to Company operations.

3.12. **Transactions With Any Member or Affiliates**. The Company may enter into a transaction with a Manager, Member, or an Affiliate of a Manager or a Member only if such transaction is (i) specifically authorized by this Agreement or any other agreement among the Members; or (ii) on terms no less favorable to the Company than the terms of such transaction would be if it had been entered into between the Company and an unaffiliated third party.

## ARTICLE IV. RIGHTS AND OBLIGATIONS OF MEMBERS

4.1. **Limitation of Liability**. The Members and Managers of the Company shall have their personal liability limited to the fullest extent provided by the Act. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company. No Member or Manager shall be personally liable for any debt, obligation, or liability of the Company solely by reason of being or acting as a Member or a Manager. This Section 4.1 shall not be construed as giving a Member who is not a Manager any of the rights or powers of a Manager.

4.2. **No Participation in Management**. Except as specifically provided in this Agreement, no Member (unless such Member is also a Manager) shall take part in the conduct or control of the Company's business or the management of the Company, nor have any right or authority to act for or on the behalf of, or otherwise bind, the Company. Any Member who purports to bind or otherwise act for the Company in contravention of this Section 4.2, or any other provision of this Agreement, shall be liable to the Company and other Members, but shall not be liable to any Person who is not a Member of the Company, including Economic Interest Owners.

4.3. **Liability for Company Obligations**. No Member shall be personally liable for any debts, obligations, or liabilities of the Company beyond their respective Capital Contributions and any obligation under Section 8.1 or Section 8.2 hereof to make Capital Contributions.

4.4. **Approval of Sale of All Assets; Plan of Merger**. The Company shall not sell, exchange or otherwise dispose of all, or substantially all, of its assets or enter into a plan of merger without a Majority Vote of all Members. Similarly, the Company shall not issue additional Units of the Company without the Majority Vote of all Members.

4.5. **Inspection of Records**. Upon reasonable request, each Member shall have the right to inspect and copy at such Member's expense, during ordinary business hours, the records required to be maintained by the Company pursuant to Sections 11.2 and 11.3 hereof.

4.6. **No Priority and Return of Capital**. Except as expressly provided in Articles VIIII or X hereof, no Unit Holder shall have priority over any other Unit Holder, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided, however, that this Section 4.6 shall not apply to loans made by a Member to the Company.

4.7. **Withdrawal of Member; No Distribution Upon Withdrawal**. Any Member may voluntarily resign or otherwise withdraw as a Member in accordance with this Agreement. Notwithstanding RCW 25.15.220, no Event of Withdrawal of a Member (including an event of dissociation pursuant to RCW 25.15.130) shall entitle the Withdrawing Member to receive any cash or other property from the Company, unless the Company is dissolved (and not continued). Except as otherwise expressly provided herein, a resigning or withdrawing Member, shall become an Economic Interest Owner.

4.8. **Recourse of Member**. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and shall have no recourse therefor, upon dissolution or otherwise, against any other Member.

## ARTICLE V. MEETINGS OF MEMBERS

5.1. **Annual Meeting**. There shall not be required an annual meeting of Members, nor any meeting whatsoever, unless so decided and recorded in resolution of a Majority Interest of Members. The foregoing shall not prohibit an annual meeting of Members or any other meetings of Members.

5.2. **Special Meetings**. Special meetings of the Members, for any purpose or purposes, may be called by any Manager or by Members holding a Majority Interest.

5.3. **Telephone Meetings**. Nothing herein shall prohibit the Members from having telephonic or other electronic meetings.

5.4. **Place of Meetings**. The Manager calling the meeting, or the Members, may designate any place, either within or outside the state of Washington, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company.

5.5. **Notice of Meetings**. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the General Manager or the Members calling the meeting, to each Member entitled to vote at such meeting. Further, the notice shall specifically identify items or issues which will require a Vote at the Meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States Mail, addressed to the Member as specified in Section 14.1 hereof, with postage thereon prepaid. In the event any Member participates or votes in a meeting, such Member's vote or participation shall be valid, and such Member's right to object to the meeting, or any action taken at the meeting, by virtue of deficient notice shall be deemed waived and of no force or effect.

5.6. **Record Date**. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members.

5.7. **Quorum**. A Majority Interest represented in person or by proxy shall constitute a quorum at any meeting of Members. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Units whose absence would cause less than a quorum.

5.8. **Manner of Acting**. If a quorum is present, the affirmative Vote of Members holding more than fifty percent (50%) of the Units represented at the meeting in person or by proxy shall be the act of the Members, unless the Vote of a greater or lesser percentage is required by this Agreement or the Act.

5.9. **Proxies**. At all meetings of Members, any Member may vote in person or by proxy executed in writing by the Member. Such proxy shall be filed with the General Manager before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. The proxy may select a Person to vote on behalf of the Member, so long as the proxy provides for a power of attorney to such Person, and such Person may only vote for such Member within the scope of such power of attorney.

5.10. **Action by Members Without a Meeting**. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, executed by Members entitled to vote thereon and delivered to the General Manager for inclusion in the Company's minutes. Action taken under this Section 5.10 is effective when all Members entitled to vote thereon have signed such consents, unless such consents specify a different effective date. In the event a sufficient number of Members sign consents in order to pass a resolution, written consent from the remaining Members shall not be required to effect the resolution, which shall be the act of the Company and which the Managers shall carry out. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a consent. The General Manager shall distribute to all the Members copies of the written consents which approve an action in accordance with this Section 5.10 within five (5) business days of his receipt of such consents and five (5) business days prior to the approved action being taken.

5.11. **Waiver of Notice**. When any notice is required to be given to a Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

5.12. **Communication Equipment**. Any and all Members may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Members participating can hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

## ARTICLE VI. ADMISSION OF ADDITIONAL MEMBERS; TRANSFER OF INTERESTS

6.1. **Admission of Additional Members**. Except as otherwise permitted herein, a Person may be admitted to the Company as a Member only upon the prior unanimous Vote of all Members. A Member's consent may be withheld for any reason in said Member's sole discretion.

6.2. **Membership Transfer Restriction**. Except as otherwise approved by all of the Members in writing, a Member shall not have the right to assign, gift, sell, pledge, encumber or otherwise transfer all or any part of such Member's Membership Interest, whether voluntarily, involuntarily, or by operation of law (an "Assignment"), except to another Member, and no purported assignee shall become a Member unless already a Member, or in accordance with Section 6.1. Each Member hereby acknowledges the reasonableness of the Assignment restrictions imposed by this Agreement in view of the Company's purposes and the relationship of the Members. Accordingly, the restrictions on Assignments contained herein shall be specifically enforceable, and injunctive relief may be obtained by either the Company or Members. An Assignment in violation of this Agreement shall be deemed an Event of Withdrawal pursuant to Article VII hereof.

6.3. **Conditions to Assignments**. Upon the sale or the gift of a Membership Interest or an Economic Interest under this Article VI, and as a condition to recognizing the effectiveness and binding nature of any sale or gift and the substitution of a Person as a new Member, the Company may require the assignor and the proposed purchaser, donee, assignee, or successor in interest, as the case may be, to execute, acknowledge and deliver such instruments of transfer, assignment and assumption and such other agreements and to perform all such other acts that the Company deems necessary or desirable to:

(a) constitute such Person as a Member (where applicable);

(b) confirm that the Person desiring to become a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);

(c) maintain the status of the Company as a partnership for federal tax purposes; and

(d) assure compliance with any applicable state and federal laws, including securities laws and regulations.

6.4. **Assignment Effective**. Any assignment or sale of a Membership Interest or gift of an Economic Interest or admission of a Member in compliance with this Article VI shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given, or, if no such consent was required, then on such date that the assignor and the assignee both comply with this Section 6.4. The assignor hereby agrees to indemnify, hold harmless, and defend the Company and the other Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VI.

6.5. **Assignment in Violation of Agreement**. The purported assignment of any Membership Interest to a Person not a Member shall effect an assignment of an Economic Interest only. Notwithstanding the foregoing, no assignment is valid unless the remaining Members of the Company elect not to purchase such Withdrawing Member's Membership Interest in accordance with Section 7.3 hereof.

6.6. **Certificate of Interest**. The Company may, but is not obligated to, issue a Certificate of Interest to any Member or Economic Interest Owner pursuant to RCW § 25.15.245, which Certificate of Interest shall be signed by a Manager. As used on the Certificate of Interest, the term "Interest(s)" shall have the same meaning as does the term "Unit(s)" in this Agreement. The Certificate of Interest shall evidence the issuance of Units only (and not Membership Interests, notwithstanding any language to that effect). No Person may rely upon a Certificate of Interest to indicate that the holder thereof is a Member. In the event a Certificate of Interest is issued directly to an Economic Interest Owner, the Company should strike the word "Membership" (e.g. Membership-Interest) from the Certificate of Interest. In the event the term "Membership Interest(s)" appears on a Certificate of Interest held by an Economic Interest Owner, such term shall be deemed to mean "Unit(s)" and not indicate Membership nor shall it confer any right to become a Member.

## ARTICLE VII. WITHDRAWAL OF MEMBERS

7.1. **Event of Withdrawal**. A Member shall have the right to withdraw from the Company in accordance with the terms and conditions set forth in this Article VII. Upon an Event of Withdrawal (e.g., voluntary withdrawal) as to a Member, such Member will: (i) cease to be a Member and thereafter only be an Economic Interest Owner; (ii) as an Economic Interest Owner have no right to participate in the management of the Company or its business and affairs or to exercise any rights of a Member under this Agreement or the Act; and (iii) continue to share in distributions from the Company as an Economic Interest Owner (and only at such times as such distribution would have been made had such Person remained a Member). Notwithstanding the foregoing, a Member that (a) becomes a Withdrawing Member due to an Event of Default (e.g., fraud); or (b) engages in an Event of Default within thirty (30) days of such Member's voluntary withdrawal, shall have his/her/its distributions offset by any damages to the Company as a result of the Event of Default against the amounts otherwise distributable to such Withdrawing Member.

7.2. **Continuation of Business**. Upon an Event of Withdrawal, the Company's business shall nonetheless be continued by the remaining Member(s) unless the non-withdrawing Members holding a Majority Interest agree in writing that the Company shall not be continued; and in such event the Company will be dissolved, liquidated, and terminated in accordance with Article XII hereof.

7.3. **Option to Purchase Withdrawing Member's Membership Interest**. If the Company is continued pursuant to Section 7.2 hereof, those Members who are not Withdrawing Members shall have an option to purchase the Membership Interest of the Withdrawing Member upon the terms and conditions of Section 7.4 hereof.

7.4. **Purchase and Sale of Membership Interests**. A Withdrawing Member's Membership Interest shall be subject to immediate transfer to the Company or other remaining Members (in proportion to their Membership Interests, or as otherwise agreed between them) at a redemption price equal to the Withdrawing Member's Percentage Interest multiplied by the agreed Company value (the "Agreed Company Value"). For purposes of this Article VII, the Agreed Company Value shall be determined by the Company and the Withdrawing Member through good faith negotiations. If an Agreement on the value is not reached within thirty (30) days, the Agreed Company Value shall be determined by an independent third party appraiser mutually chosen by the Company and the Withdrawing Member. Such third party appraiser shall determine the fair market value of such Withdrawing Member's Membership Interests and in doing so shall take into account, inter alia, (i) the amount in the Withdrawing Member's Capital Account attributable to the Member's Percentage Interest as of the last day of the first full calendar month immediately preceding the day on which the Event of Withdrawal occurred, adjusted in the same manner as if on that date the Company was completely liquidated and Section 12.2 hereof applied; less (ii) the total amount of any additional unpaid Capital Contributions that such Withdrawing Member is obligated to make.

7.5. **Payment of Purchase Price**. The purchase price of a Withdrawing Member's Interest shall be paid in equal monthly installments of principal and interest amortized over a period of five (5) years, with interest accruing thereon at the annual rate of one (1) percentage point above the Seattle Bank of America Prime Rate, adjusted and accumulating annually.

7.6. **Indemnity**. Each Unit Holder hereby agrees to indemnify and agrees to defend the Company and the other Members against any and all loss, damage, or expense (including, without limitation, reasonable attorneys' fees, costs of suit, and tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any Assignment or attempted Assignment of all or any portion of such Unit Holder's Membership Interest or Economic Interest in violation of this Agreement.

## ARTICLE VIII. CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1. **Members' Capital Contributions**. Each Member shall contribute such amount of capital as is set forth below, in Exhibit A, as such Member's Capital Contribution.

8.2. **Additional Contributions**. In addition to the Capital Contributions to the capital of the Company required of the Members under this Article VII, the Company may, by the unanimous Vote of the Members, assess each Member for additional Capital Contributions to the Company. The Company shall make the assessment of additional Capital Contributions authorized by this Section 8.2 to the extent that the Members unanimously determine that such assessment is necessary or prudent to meet the operating expenses and/or capital needs of the Company or to maintain the financial integrity of the Company. Unless the Members otherwise unanimously agree, each Member's share of each such assessment shall be the amount which is the product obtained by multiplying the total amount of such assessment by each Member's percentage of Membership Interest in the Company.

8.3. **Payment of Additional Capital Contributions**. Any assessment of additional Capital Contributions made by the Company under this Section 8.3 shall be due and payable thirty (30) days after the Members unanimously Vote to such assessment or such shorter period as the Members unanimously agree. Notice of any assessment shall be given in accordance with Section 14.1 hereof.

8.4. **Effect of Member Contributions on Economic Interest Ownership**. In the event Members make Capital Contributions pursuant to Section 8.2 hereof, the Percentage Interest of (and corresponding Units held by) any Member making a Capital Contribution shall increase, and the Percentage Interest of (and corresponding Units held by) the Economic Interest Owners collectively shall decrease, proportionately based upon the amount of such Capital Contribution relative to the total amount of Capital Contributions made to the Company since its inception.

8.5. **Establishment and Maintenance of Capital Accounts**. A separate Capital Account will be maintained for each Unit Holder throughout the term of the Company in accordance with the rules of Regulation Section 1.704-1(b)(2)(iv). Each Unit Holder's Capital Account will be increased by (i) the amount of money contributed by such Unit Holder to the Company; (ii) the fair market value of property contributed by such Unit Holder to the Company;

(iii) allocations to such Unit Holder of Net Profits; (iv) any items in the nature of income and gain that are specially allocated to the Unit Holder; and (v) allocations to such Unit Holder of income and gain exempt from federal income tax. Each Unit Holder's Capital Account will be decreased by (a) the amount of money distributed to such Unit Holder by the Company; (b) the fair market value of property distributed to such Unit Holder by the Company; (c) allocations to such Unit Holder of expenditures described in Code Section 705(a)(2)(B); (d) any items in the nature of deduction and loss that are specially allocated to the Unit Holder; and (e) allocations to such Unit Holder of Net Losses. In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest.

8.6. **Compliance with Regulations With Respect to Capital Accounts**. The manner in which Capital Accounts are to be maintained pursuant to this Section 8.6 is intended to comply with the requirements of Code Section 704(b) and the Regulations promulgated thereunder. If in the opinion of the Company's accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions off this Section 8.6 should be modified in order to comply with Code Section 704(b) and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.6, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

8.7. **Withdrawal or Reduction of Members' Contributions to Capital**. A Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them. A Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

8.8. **Loans**. If Members holding a Majority Interest determine that the business of the Company requires funds, in addition to the capital contributed by the Members, the Members may lend such funds to the Company on a secured or unsecured basis, at an interest rate which, if adjustable, does not exceed two percent (2%) over the Seattle Bank of America Prime Lending Rate or, if fixed, is no greater than the rate which would be charged by an unaffiliated lender making a loan under similar circumstances. Any loan shall not constitute a Capital Contribution of such Member to the Company and shall be on such terms as a Majority Vote of the non-lending Members and the lending Member determine to be appropriate in light of existing circumstances; provided, however, that the terms of such loan shall be no less favorable to the Company than if the loan were made to the Company on an arm's length basis by a third party not affiliated with the lending Member.

## ARTICLE IX. ALLOCATIONS OF NET PROFITS AND LOSSES

9.1. **Determination**. The net profit or net loss of the Company for each fiscal year will be determined according to the accounting principles employed in the . preparation of the Company's federal income tax information return for that fiscal year. In computing net profit or net loss for purposes of allocation among the Members, no special provision will be made for tax-exempt or partially tax-exempt income of the Company, and all items of the Company's income, gain, loss, or deduction required to be separately stated under Code Section 703(a)(1) will be included in the net profit or net loss of the Company.

9.2. **Allocation of Net Profits and Net Losses**. The net profit or net loss of the Company for a fiscal year will be allocated among the Unit Holders in proportion to their Percentage Interests.

9.3. **Allocations Solely for Tax Purposes**. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company will be allocated among the Members, solely for income tax purposes, so as to take into account any variation between the adjusted basis of such property for federal income tax purposes in the hands of the Company and the agreed value of such property as set forth in this Agreement, or in any document entered into at the time an additional contribution is made to the Company. Any elections or other decisions relating to the allocations to be made under this Section 9.3 will be made by action of the Members. The allocations to be made under this section are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's capital account, interest in or allocable share of the net profits and net losses of the Company, interest in or allocable share of other items, or right to distributions.

9.4. **Prorates**. If a Member has not been a Member during a full fiscal year of the Company, or if a Member's Percentage Interest in the Company changes during a fiscal year, the net profit or net loss for the year will be allocated to the Member based only on the period of time during which the Member was a Member or held a particular Percentage Interest. In determining a Member's share of the net profit or net loss for a fiscal year, the Members may allocate the net profit or net loss ratably on a daily basis using the Company's usual method of accounting. Alternatively, the Members may separate the Company's fiscal year into two or more segments and allocate the net profits or net losses for each segment among the persons who were Members, or who held particular Percentage Interests, during that segment based upon their Percentage Interests during that segment.

## ARTICLE X. DISTRIBUTIONS

10.1. **Distributions to Pay Taxes**. To enable the Members to pay taxes on income of the Company that is taxable to the Members, the Company will make cash distributions to the Members. During each fiscal year the Company must distribute an amount equal to the product of (i) the highest aggregate rate of federal, state, and local income and self-employment tax imposed on the Company's income for that fiscal year (taking into account the deductibility of state and local income taxes for federal income tax purposes) allocated to any Member who was a Member for the full fiscal year times; and (ii) the amount of the taxable income of the Company allocated to all Members for that fiscal year. Distributions must be paid at least quarterly during each fiscal year at times that coincide with the Members' payment of estimated taxes, and the amount of each distribution will be based upon the anticipated taxable income of the Company for the fiscal year of the distribution and the anticipated tax rates of Members, as determined at the time the distribution is made. The Company's obligation to make distributions under this Section 10.1 is subject to the restrictions governing distributions under the Act.

10.2. **Additional Distributions**. Subject to the restrictions governing distributions under the Act, additional distributions of cash or property may be made from time to time by the Company to the Members, at such times and in such amounts as the Managers determine based on Distributable Cash.

10.3. **Allocation of Distributions**. All distributions to pay taxes and additional distributions will be made to Members in proportion to their Percentage Interests.

10.4. **Limitation Upon Distributions**. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company due or payable within sixty (60) days of such distribution, except liabilities to Members on account of their contributions.

## ARTICLE XI. ACCOUNTING, BOOKS, AND RECORDS

11.1. **Accounting Principles**. The Company's books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Managers determine is in the best interest of the Company and its Members.

11.2. **Books of Account**. The Managers must keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and for the carrying out of this Agreement. At a minimum, the following must be maintained at the principal office of the Company:

(a) financial statements for the three most recent fiscal years;

(b) federal, state, and local income tax returns for the three (3) most recent fiscal years;

(c) a register showing the current names and addresses of the Members;

(d) a copy of the Company's Certificate of Formation and any amendments thereto;

(e) this Agreement and any amendments hereto;

(f) minutes of any meetings of Members; and

(g) consents to action by Managers.

11.3. **Member Access: Audits**. Each Member shall have access to all such books and records at all times. Additionally, each Member shall have the right to audit all such books and records during regular Company business hours, upon one (1) day notice. The auditing Member shall bear the expense of the audit; provided, however, that if the audit uncovers an error greater than ten percent (10%), the Company will bear the expense of that particular audit. In the event a Member alleges errors to the books and records:

(a) the Member shall engage a certified public accountant to prepare a report detailing such errors and suggesting corrections to the books and records in order to eliminate such errors (the "Error Report");

(b) in the event the Managers agree with such Error Report, the Managers shall promptly amend the books and records to so reflect the corrections suggested in the Error Report;

(c) in the event the Managers disagree with such Error Report, the Managers, on behalf of the Company, shall engage the services of an independent certified public accountant (i.e., a C.P.A. who did not prepare the books and records) to determine the correct accounting for the books and records, which determination shall be final and binding.

11.4. **Fiscal Year**. The fiscal year of the Company will be the calendar year.

11.5. **Accounting Reports**. Within ninety (90) days after the close of each fiscal year, the Company should deliver an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of the year and a profit and loss statement for the year, to each Member.

11.6. **Tax Returns**. The Company must prepare and file on a timely basis all required federal, state, and local income tax and other tax returns. Within ninety (90) days after the end of each fiscal year, the Company must deliver to each Unit Holder a Schedule K-1, showing the amounts of any distributions, contributions, income, gain, loss, deductions, or credits allocated to the Unit Holder during such fiscal year.

11.7. **Interest on and Return of Capital Contributions**. No Unit Holder shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

11.8. **Loans to Company**. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company.

11.9. **Tax Matters Partner Designation**. The General Manager shall be the "tax matters partner" of the Company for purposes of Code Section 6221 et seq. and corresponding provisions of any state or local tax law.

11.10. **Expenses of Tax Matters Partner; Indemnification**. The Company shall indemnify and reimburse the tax matters partner for all reasonable expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Unit Holders attributable to the Company. The payment of all such expenses shall be made before any distributions are made to Unit Holders (and such expenses shall be taken into consideration for purposes of determining Distributable Cash) or any discretionary Reserves are set aside by the Managers. Neither the tax matters partner nor any Member shall have any obligation to provide funds for such purpose. The provisions for exculpation and indemnification set forth in Section 3.6 above shall be fully applicable to the Manager acting as tax matters partner for the Company.

## ARTICLE XII. DISSOLUTION AND TERMINATION

12.1. **Dissolution**. The Company shall be dissolved upon the occurrence of any of the following events:

(a) by the written agreement of all Members; or

(b) a Person ceases to be a Member who holds seventy-five percent (75%) or greater of a Percentage Interest, unless the Company is continued with the consent of all of the remaining Members within ninety (90) days following the occurrence of such event.

12.2. **Allocation of Net Profit and Loss in Liquidation**. The allocation of Net Profit, Net Loss, and other items of the Company following the date of dissolution, including but not limited to gain or loss upon the sale of all or substantially all of the Company's assets, shall be determined in accordance with the provisions of Article VIIII hereof and shall be credited or charged to the Capital Accounts of the Unit Holders in the same manner as Net Profit, Net Loss, and other items of the Company would have been credited or charged if there were no dissolution and liquidation.

12.3. **Winding Up, Liquidation and Distribution of Assets**. Upon dissolution of the Company for any reason, the Managers, by and through the General Manager, shall immediately proceed to wind up the affairs of the Company, unless the business of the Company is continued as provided in Section 7.2 hereof. In the event the Company has terminated and there is then no Manager, the Members, by Majority Vote, shall appoint at least one (1) new Manager solely for the purpose of winding up the affairs of the Company. The Managers shall have the full right and unlimited discretion to determine the time, manner, and terms of sale or sales of any Company property pursuant to such liquidation. Pending such sales, the Mangers shall have the right to continue to operate or otherwise deal with the assets of the Company. A reasonable time shall be allowed for the orderly winding up of the business of the Company and the liquidation of its assets and the discharge of its liabilities to creditors (or provision therefor) so as to enable the Managers to minimize the normal losses attendant upon a liquidation, having due regard to the activity and condition of relevant markets for the Company properties and general financial and economic conditions. Consistent with the foregoing, the Managers shall sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to the Unit Holders in kind) and shall apply the proceeds of such sale and the remaining Company assets in the following order of priority:

(a) Payment of creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company, other than liabilities for distributions to Members;

(b) To establish any Reserves that the Members deem reasonably necessary for contingent or unforeseen obligations of the Company and, at the expiration of such period as the Managers shall deem advisable, the balance then remaining in the manner provided in Paragraph (c) below;

(c) By the end of the taxable year in which the liquidation occurs (or, if later, within ninety (90) days after the date of such liquidation), to the Unit Holders in proportion to the positive balances of their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year during which the liquidation occurs (other than those made pursuant to this Paragraph (c).

12.4. **No Obligation to Restore Negative Capital Account Balance on Liquidation**. Notwithstanding anything to the contrary in this Agreement, upon a liquidation, if any Unit Holder has a negative Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Unit Holder shall have no obligation to make any Capital Contribution to the Company, and the negative balance of such Unit Holder's Capital Account shall not be considered a debt owed by such Unit Holder to the Company or to any other Person for any purpose whatsoever.

12.5. **Termination**. The Members and Managers shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

12.6. **Certificate of Cancellation**. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Unit Holders, the Members shall file a certificate of cancellation as required by Section 25.15.080 of the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

12.7. **Return of Contribution Non-recourse to Other Members**. Except as provided by law or as expressly provided in this Agreement, upon dissolution each Unit Holder shall look solely to the assets of the Company for the return of its Capital Contribution. If the property remaining after the payment or discharge of liabilities of the Company is insufficient to return the contributions of Members, no Unit Holder shall have recourse against any other Unit Holder.

## ARTICLE XIII. INDEPENDENT ACTIVITIES OF MANAGERS AND MEMBERS

13.1. **Manager and Member Businesses**. Any Manager and every Member may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to, the ownership, financing, management, employment by, lending to or otherwise participating in businesses which are similar to the business of the Company, and neither the Company nor any of the Unit Holders shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits therefrom.

13.2. **Ad Management for Member Affiliated Web Properties**. The Members hereby acknowledge that each Member has various "Affiliates" (defined below) which own and operate various Web properties (the "Affiliate Properties"). The Members hereby acknowledge and agree that if any Affiliate Property desires to offer third parties a right to publish on an Affiliate Property any material that promotes a brand or a product or a service of such third party through advertising banners, text links, buttons, jump pages and similar promotional devices as well as all elements of a sponsorship or promotion ("Advertising"), the Company shall have the right to exclusively manage and supervise the sale of Advertising on the applicable Affiliate Property in accordance with the agreement set forth in Exhibit C attached hereto (the "Services Agreement").

13.2.1 Offer Process. An Affiliate Property shall provide the Company written notices of its desire to sell Advertising on the Affiliate Property. Company shall have ten (10) business days to elect from the date of such notice (in writing with notice to the applicable Member) to be the exclusive Advertising broker and manager for the applicable Affiliate Property. The Company shall exercise its right to be the exclusive Advertising manager/broker for the Affiliate Property if the Majority Vote of the Managers approve such election (if the Company fails to make the aforementioned election, such Member may sell Advertising on the applicable Affiliate Property in its sole discretion). Upon such election, the Company and the applicable Member shall use best efforts to execute the Services Agreement on financial terms mutually agreeable to the parties. The Affiliate Property may not offer Advertising to third parties until the Company and the applicable Member execute a Services Agreement.

13.2.2 Termination of Services Agreement. In the event the Services Agreement is terminated in accordance with the terms therein (except for Cause), Member may not allow the Affiliate Property to sell Advertising to third parties after such termination unless he provides the Company the opportunity to again becomes the exclusive Advertising broker/manager for such Affiliate Property in accordance with the offer procedure set forth herein.

## ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.1. **Notices**. Any notice, demand, or communication required or permitted under this Agreement shall be deemed to have been duly given if delivered personally to the party to whom directed or, if mailed by registered or certified mail, postage and charges prepaid, addressed (a) if to a Member, to the Member's address specified on the attached Exhibit A; (b) if to the Company, to the address specified in Section 2.3 hereof; and (c) if to the General Manager or the Managers, to the address specified in Section 2.3 hereof. Except as otherwise provided herein, any such notice shall be deemed to be given when personally delivered or, if mailed, three (3) business days after the date of mailing. A Member, the General Manager, the Managers, or the Company may change its address for the purposes of notices hereunder by giving notice to the others specifying such changed address in the manner specified in this Section 14.1.

14.2. **Governing Law/Forum Selection; Attorneys' Fees**. This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of Washington applicable to contracts made and performed solely in Washington, without regard to conflict of law principles. Any action related to, to enforce, construe, or interpret this Agreement shall be commenced in and adjudicated by a state court in the State of Washington, County of King, at Seattle, or by the United States District Court for the Western District of Washington at Seattle, which courts shall constitute the exclusive respective state and federal venue for such action. In the event such a dispute arises, the most prevailing party shall be entitled to its attorneys' fees and costs related thereto.

14.3. **Amendments**. This Agreement may not be amended, restated, or otherwise modified except by the Majority Vote of all of the Members, in which case such amendment, restatement, or other modification shall be executed by all Members. Notwithstanding the foregoing, amendments or modifications to Sections 6.1 (Admission of Additional Members), 3.5 (Manager Ceasing to Be Manager; Successor Manager) and 8 (Contributions to the Company and Capital Accounts) or shall require the unanimous Vote of all of the Members.

14.4. **Waivers**. The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.5. **Rights and Remedies Cumulative**. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.6. **Severability**. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.7. **Heirs, Successors and Assigns**. Each of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

14.8. **Creditors**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

14.9. **No Third Party Beneficiaries**. This Agreement is not intended to, and shall not be construed to, provide any rights, remedies, or benefits to or for any Person not a Member of this Agreement, including, but not limited to, Economic Interest Owners.

14.10. **Independent Representation and Waiver of Conflict of Interest**. The parties all acknowledge that the Company's counsel, Derek A. Newman ("Counsel"), and the law firm of Newman & Newman, Attorneys at Law, LLP ("Firm"), prepared this Operating Agreement on behalf of and in the course of their representation of the Company, and that:

(a) The parties have been advised by Counsel that conflicts may exist among the Member's individual interests;

(b) The parties have been advised by Counsel to seek the advice of independent counsel;

(c) The parties have had the opportunity to seek the advice of independent counsel;

(d) The parties jointly and severally waive any claim that Counsel's or Firm's representation of the Company constitutes a conflict of interest;

(e) The parties have received no representations from Counsel or Firm about the tax consequences of this Operating Agreement;

(f) The parties have been advised by Counsel that this Operating Agreement may have tax consequences;

(g) The parties have been advised by Counsel to seek the advice of independent tax counsel; and

(h) The parties have had the opportunity to seek the advice of independent tax counsel.

14.11. **Counterparts**. This Agreement may be executed in any number of counterparts, and each shall be an executed original, all comprising a single instrument. Facsimile or electronic signatures intended by the person providing the same to indicate execution of this Agreement shall be valid as original signatures.

//

EXECUTED by the undersigned Members, EFFECTIVE as of September 1, 2005:

**CARTMELL HOLDINGS, LLC**

____________________________________

Date: September 1, 2005

**BREITBART HOLDINGS, INC**

____________________________________

Date: September 1, 2005

**HILLSTROM EQUITIES LLC**

____________________________________

Date: September 1, 2005

## EXHIBIT A
## INITIAL MEMBERS OF THE COMPANY

The Members listed below are the initial Members of the Company. The Units referenced below are the total outstanding Units of the Company.

| Names and Addresses of Members | Initial Capital Contribution | Units | Percentage Interest |
|---|---|---|---|
| Cartmell Holdings, LLC<br>701 5th Ave., Suite 5800<br>Seattle, WA 98104 | $100 | 100 | 33% |
| Hillstrom Equities LLC<br>2933 Westwood Road<br>Minnetonka Beach, MN 55361 | $100 | 100 | 33% |
| Breitbart Holdings, Inc.<br>541 Cashmere Terrace<br>Los Angeles, CA 90049 | $100 | 100 | 33% |

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**EXHIBIT B**
**APPOINTMENT OF MANAGERS**

The undersigned, being the sole Members of Gen Ads, LLC (the "Company"), hereby appoint, effective as of the date hereof, the following persons as Managers of the Company, pursuant to the terms of the Limited Liability Company Agreement of the Company:

| Name of Manager | Title of Manager |
|---|---|
| Global DNS LLC | General Manager |
| Hillstrom Equities LLC | Manager |
| Breitbart Holdings, Inc. | Manager |

EXECUTED by the undersigned Members, EFFECTIVE as of September 1, 2005:

**CARTMELL HOLDINGS, LLC**

______________________________

Date: September 1, 2005

**BREITBART HOLDINGS, INC.**

______________________________

Date: September 1, 2005

**HILLSTROM EQUITIES LLC**

______________________________

Date: September 1, 2005